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6 [Proposed] Counsel to Bradley D. Sharp,
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10 **UNITED STATES BANKRUPTCY COURT**
11
12 **CENTRAL DISTRICT OF CALIFORNIA**
13
14 **LOS ANGELES DIVISION**

15
16 In re:
17 LESLIE KLEIN,
18
19 Debtor.

20 Case No.: 2:23-bk-10990-SK
21
22 Chapter 11

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28 **CHAPTER 11 TRUSTEE'S REPLY TO**
UNIT STATES TRUSTEE'S
OPPOSITION TO CHAPTER 11
TRUSTEE'S APPLICATION TO EMPLOY
PACHULSKI STANG ZIEHL & JONES LLP

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33 **[SUPPLEMENTAL DECLARATION OF**
JEFFREY W. DULBERG AND
DECLARATION OF BRADLEY D. SHARP
FILED CONCURRENTLY HEREWITH]

34
35 Date: August 9, 2023
36 Time: 9:00 a.m.
37 Courtroom: 1575
38 Location: 255 E. Temple Street
39 Los Angeles, CA 90012
40 Judge: Hon. Sandra R. Klein

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42 Bradley D. Sharp (“**Trustee**”), the duly appointed trustee for the chapter 11 estate of Leslie
43 Klein (the “**Debtor**”), hereby files this reply (the “**Reply**”) to the *Opposition to Chapter 11 Trustee's*
44 *Employment Application of Pachulski Stang Ziehl & Jones LLP* [Docket No. 185] (the
45 “**Opposition**”) filed by the Office of the United States Trustee (the “**UST**”) regarding the Trustee's
46 *Application to Employ Pachulski Stang Ziehl & Jones LLP as General Bankruptcy Counsel*,

1 *effective May 23, 2023 [Docket No. 177] (the “Application”). Filed concurrently herewith in*
2 *support of the Reply is the supplemental declaration of Jeffrey W. Dulberg and the Declaration of*
3 *Bradley D. Sharp. In support of the Reply, the Trustee respectfully represents as follows:*

4 **Preliminary Statement**

5 The UST raises two issues in its Opposition to the Trustee’s retention of Pachulski Stang
6 Ziehl & Jones LLP (“PSZJ”) as his general bankruptcy counsel: (1) PSZJ needs further disclosure
7 regarding its relationship with Shlomo Rechnitz (“**Mr. Rechnitz**”) so that Court can determine
8 whether PSZJ holds any interest adverse to the Debtor’s bankruptcy estate and (2) PSZJ should
9 provide further support for the customary rates the firm will charge in exchange for the services
10 outlined in the Application.

11 On the first issue, PSZJ acknowledges that it must demonstrate that it does not hold an
12 interest adverse to the Debtor’s bankruptcy estate. PSZJ indeed does not hold such an interest. As
13 disclosed in the Application, PSZJ has represented Mr. Rechnitz since 2014 on matters entirely
14 unrelated to the Debtor and this bankruptcy case. PSZJ’s current representation of Mr. Rechnitz is
15 entirely administrative and should be concluded in the next few months. It relates to the monitoring
16 of a docket in an unrelated bankruptcy case until it is closed. The fees PSZJ collected from Mr.
17 Rechnitz during the past four years are *de minimis*. If any adverse action needs to be taken against
18 Mr. Rechnitz, the Trustee will determine whether to use PSZJ for this work or use an alternative
19 firm as the matter might relate to specialized non-bankruptcy issues.

20 On the second issue, PSZJ’s billing rates are justified. This case has already proved to be
21 difficult and complex.¹ The Trustee is administering an estate with an uncooperative Debtor, who
22 (a) is a lawyer that owns his own law firm (with an IOLTA account that might have been used
23 personally), (b) owns numerous real properties (in California and internationally), at least one of
24 which was transferred in exchange for no apparent consideration, and (c) owns or has an interest in
25 numerous different companies that invest in life insurance policies and other properties where the
26 Debtor sits as a trustee over the policies that are subject to complex and protracted litigation. The
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¹ The UST seemingly has already acknowledged the complexity of this case by appointing Mr. Sharp as chapter 11 Trustee despite the fact that he is not a “panel” trustee.

1 Trustee was appointed approximately two months ago and he, his forensics accounting team, and
2 his counsel have only scratched the surface of the Debtor's complicated and convoluted portfolios
3 of assets and liabilities, not to mention just begun to disentangle the back-and-forth allegations
4 made by various claimants. The Trustee needs experienced counsel that can advise him through the
5 complex maze the Debtor has created. PSZJ is that counsel.

6 **A. PSZJ's Relationship with Mr. Rechnitz**

7 PSZJ has represented Mr. Rechnitz and certain related entities of Mr. Rechnitz and his
8 spouse since 2014 in connection with an entirely unrelated chapter 11 filing in the Central District
9 of California Bankruptcy Court by 19 related companies (collectively, "**Country Villa**"),
10 consolidated under *In re Plaza Healthcare Center LLC*, Case No. 8:14-bk-11335-TA.

11 In Country Villa, Mr. Rechnitz retained PSZJ to assist him with his bid and his ultimate
12 purchase of 19 nursing facilities owned by the debtors in the Country Villa cases. PSZJ also
13 represented, in connection with such purchase, the separate entities Rechnitz and his spouse formed
14 to hold the ownership interests in each facility. Notably, the subject purchase closed nearly 9 years
15 ago on October 31, 2014.

16 PSZJ also represented Mr. Rechnitz and such related entities with respect to certain post-
17 closing matters related to the facilities purchase. Those matters included determining the amounts
18 and obligations owed under assumed or assigned contracts or leases, determining the parameters of
19 certain assumed obligations of the Country Villa entities (such as amounts owing and the timing of
20 payment to the State of California for certain statutory fees), and purchasing certain of the subject
21 leasehold interests. PSZJ's representation of Mr. Rechnitz and his related companies for the
22 foregoing matters was essentially over more than four years ago as of June 2019.

23 Since June 2019, PSZJ has continued to monitor the Country Villa cases for Mr. Rechnitz
24 and his related entities post-closing because the debtor entities continue as the licensees of the sold
25 facilities owned by Mr. Rechnitz's related entities. An oddity in the law precludes a nursing home
26 purchaser from applying for a license to operate the facility until it already owns an interest in the
27 facility. As is typically done to address this conundrum, Mr. Rechnitz's related entities entered into
28

1 agreements with the selling debtors for those selling debtors to continue to be the licensees of the
2 facilities until Mr. Rechnitz's related entities could become licensed.

3 During this time, on October 3, 2017, the Country Villa debtors confirmed a chapter 11
4 reorganization plan to distribute the sale proceeds to creditors (Dkt # 2433). The following month,
5 they moved for final decrees to close their chapter 11 cases (Dkt # 2630). Because the licensure of
6 Mr. Rechnitz's related entities remained pending, PSZJ continued representing Mr. Rechnitz and
7 his entities in connection with purely administrative aspects of continuing from time-to-time (for
8 five years) the hearings on closing the Country Villa debtors' bankruptcy cases (and to ensure that
9 the Country Villa licensee entities remained in good standing) pending the licensure of the
10 Rechnitz-related entities.

11 In 2022, PSZJ was informed that Mr. Rechnitz and his related entities reached an
12 understanding or agreement with agencies of the State of California as to the licensing of Mr.
13 Rechnitz's related entities now owning former Country Villa facilities. Thus, Mr. Rechnitz's
14 requests to the Country Villa entities that they keep their cases open (and his financial support for
15 same) ended in 2022. Nonetheless, the Country Villa debtors have chosen to further continue (now
16 to December 2023) the hearing on closing their cases (Dkt # 3002), apparently wanting to wait until
17 the licensure process of Mr. Rechnitz's related entities is complete. PSZJ's remaining role for Mr.
18 Rechnitz and his related entities at this point only is to monitor the pleadings filed in the Country
19 Villa cases pending the closure of the Country Villa cases.

20 **B. There Is No Economic Interest That Would Create An Actual or Potential Dispute**

21 As described above, the majority of the services PSZJ provided to Mr. Rechnitz occurred in
22 2014 - 2016. The chart below shows the percentage of revenue of the fees paid by Mr. Rechnitz to
23 PSZJ on an annual basis during 2014 through 2022.

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022
Percentage of Annual Revenue	.62%	3.16%	1.81%	.34%	.30%	.05%	.12%	.02%	.05%

27 As reflected above, since 2016 the services have been largely ministerial and the fees paid to
28 PSZJ in each year after 2016 are *de minimis* with respect to PSZJ's total revenues on an annual

1 basis. For example, the fees paid by Mr. Rechnitz in 2022 represents less than ½ of one-tenth of a
2 percent (.05%) of PSZJ's total revenue. On a cumulative basis over the past four years, the fees paid
3 by Mr. Rechnitz to PSZJ represents only .12% of PSZJ's revenue.

4 **C. Life Capital Group**

5 It is the Trustee's understanding that Mr. Rechnitz and the Debtor co-own Life Capital
6 Group, LLC ("LCG"). Prior to the petition date, the Debtor commenced an action against Mr.
7 Rechnitz, individually and as a member of LCG. However, that action was dismissed as the dispute
8 was sent to binding arbitration. In light of the automatic stay, the arbitration action is currently
9 stayed. The Trustee now controls the Debtor's interest in the action. It is entirely unclear whether
10 or not the Trustee will need to take adverse action with respect to Mr. Rechnitz or LCG. Until that
11 time arrives, it is premature to make a determination now concerning whether PSZJ should be
12 precluded from representing the Trustee on matters related to Mr. Rechnitz as PSZJ's technical
13 representation might have concluded at that point, thereby clearing up any disputed issue over
14 whether PSZJ can be adverse to Mr. Rechnitz.

15 **D. PSZJ Does Not Hold An Adverse Interest To The Estate**

16 Courts have held that it exceeds rational bounds to rule that an adverse interest exists merely
17 because a party's transactions with the debtor might be investigated, or because a remote,
18 speculative, hypothetical possibility exists that, in the future, the estate might dispute a claim of that
19 party or bring a cause of action against the creditor. *See In re Nat'l Liquidators*, 182 B.R. 186, 193
20 (S.D. Ohio 1995) (refusing to disqualify counsel to an official creditors' committee simply because
21 at the outset of the case committee counsel represented a creditor of the debtor but there was no
22 actual dispute).

23 The facts here are no different than *Nat'l Liquidators*. While PSZJ technically represents
24 Mr. Rechnitz with respect to some administrative matters until an unrelated bankruptcy cases
25 closes, there no immediate adversarial action must go forward now between the Debtor's estate and
26 Mr. Rechnitz. The Trustee must complete his investigation before he can determine whether to take
27 adverse action against Mr. Rechnitz or LCG. The Trustee's investigation of LCG and Mr. Rechnitz
28 (and using PSZJ to conduct that investigation) is hardly an adverse action. If the Trustee

1 determines that some type of formally adverse action must be taken against Mr. Rechnitz, the
2 Trustee might decide to engage contingency counsel (as this currently unknown matter might
3 require specialized non-bankruptcy expertise) or PSZJ's current administrative representation of
4 Mr. Rechnitz will have concluded thereby eliminating any question as to whether PSZJ can be
5 adverse to Mr. Rechnitz.

6 Similarly, the fact that the Debtor co-owns a company with Mr. Rechnitz does not itself
7 disqualify PSZJ from representing the Trustee. Mr. Rechnitz has not filed a claim against the
8 Debtor's estate and there is nothing prohibiting the Trustee or his proposed bankruptcy counsel
9 from asking questions and collecting information so that the Trustee can determine the best course
10 action forward with respect to Mr. Rechnitz and LCG.

11 As described in greater detail above, PSZJ's current representation of Mr. Rechnitz is not an
12 interest that is adverse to the Debtor's estate. PSZJ does not (a) hold an economic interest that
13 would tend to lessen the value of the bankruptcy estate, (b) possess or assert an economic interest
14 that would create either an actual or potential dispute in which the estate is a rival claimant; or (c)
15 hold a predisposition under circumstances that create a bias against the estate. PSZJ is not owed
16 any fees from Mr. Rechnitz or his entities. PSZJ is not representing Mr. Rechnitz or the entities he
17 controls regarding the pending licensing issues arising out of Country Villa. PSZJ is merely
18 monitoring the docket in the Country Villa case with respect to a pending motion to close the cases
19 and entry of a final decree.

20 In the end, this determination is a fact specific inquiry, *In re B H & P Inc.*, 949 F.2d 1300,
21 1315 (3rd Cir. 1991), and the facts demonstrate the PSZJ does not hold an interest that is adverse to
22 the estate. Moreover, merely hypothesizing that conflicts may arise is an insufficient basis to
23 warrant the disqualification of an attorney. *In re Stamford Color Photo, Inc.*, 98 B.R. 135, 138
24 (Bankr. D. Conn. 1989). Rather, disqualification should be mandated when an actual, as opposed to
25 hypothetical or theoretical, conflict is present. *In re Wm. J. O'Connor*, 52 B.R. 892, 897 (Bankr.
26 W.D. Okla. 1985). Such a conflict is not present here.

27 For the reasons stated herein and at the hearing, the UST objection should be overruled
28 because PSZJ does not hold an interest that is adverse to the Debtor's estate.

1 **E. PSZJ's Compensation Structure**

2 The UST questions whether this estate should support PSZJ's billing rates for what the UST
3 describes as "routine, non-extraordinary tasks in light of the facts, circumstances, and history of this
4 case." Opposition, 2:21-22. However, the UST fails to recall that this case is anything but "routine
5 and ordinary." Chapter 11 trustees are certainly not appointed in cases that are routine and ordinary.
6 For example, in the *Menlo* related litigation alone, the Debtor is accused of embezzlement, co-
7 mingling of assets, borrowing between trusts, taking loans against trust and cross-paying debts,
8 among other actions. The stabilization of this case has already proven to be difficult. The Trustee
9 and his forensic accounting staff will need not just sophisticated counsel but counsel that has
10 experience representing trustees of troubled bankruptcy estates, which PSZJ has plenty of.

11 The UST is aware of the Debtor's conduct. On March 10, 2023, the UST filed a response to
12 the Debtor's status report showing that the Debtor continued to ignore or fail to fulfill his
13 obligations as a debtor in possession under chapter 11 of the Bankruptcy Code. *See* [Docket No.
14 42]. During this same time, numerous creditors and other parties in interest filed stay relief motions
15 and motions to dismiss the case for bad faith. In the end, the Court directed the UST to appoint a
16 chapter 11 trustee to administer the Debtor's estate. Notably, it was the UST that advocated for a
17 chapter 11 trustee given the extraordinary facts and circumstances of the case, which would allow
18 the UST to select a trustee that has experience addressing the very complicated issues raised in this
19 case to date.

20 Just as the UST found it appropriate to seek the appointment a specific chapter 11 trustee
21 (and subsequently selecting Mr. Sharp), the Trustee determined that the facts and circumstances of
22 this case require sophisticated counsel that has experience advising trustees who have administered
23 the bankruptcy estates of individuals or corporations that are subject to allegations of accounting
24 irregularities and fraud.

1 **F. PSZJ Compensation Structure Is Comparable to Other Trustee Cases**

2 PSZJ's compensation structure is comparable to other similar cases where a trustee was
3 appointed to administer a debtor's estate.

4 • In *In re Penthouse Global Media, Inc.*, Case No. 1:18-bk-10098-MB (Bankr. C.D. Cal.),
5 PSZJ represented David Gottlieb as chapter 11 trustee of an adult entertainment
6 company. During that representation, PSZJ charged the estate its regular rates in effect
at the time with no discount, which in 2023 were as high as \$1,450 per hour.

7 • In *In re Layfield & Barrett, APC*, Case No. 2:17-bk-19548-NB (Bankr. C.D. Cal.), PSZJ
8 represented Richard Pachulski as chapter 11 trustee of a defunct law firm. During that
9 representation, PSZJ charged the estate its regular rates in effect at the time with no
discount, which in 2018 were as high as \$1,395 per hour.

10 • In *In re KSL Media, Inc., et al.*, Case No. 1:13-bk-15929-MB (Bankr. C.D. Cal.), PSZJ
11 represented David Gottlieb as chapter 11 trustee of a troubled media company. During
12 that representation, PSZJ charged the estate its regular rates in effect at the time with no
13 discount, which in 2018 were as high as \$1,295 per hour.

14 • In *In re Solyman Yashouafar and Massoud Aaron Yashouafar*, Case No. 1:16-bk-12255-
15 GM (Bankr. C.D. Cal.), PSZJ represented David Gottlieb as chapter 11 and 7 trustee of
16 two individual debtors. During that representation, PSZJ charged the estate its regular
17 rates in effect at the time with no discount, which in 2018 were as high as \$1,245 per
18 hour.

19 • In *In re Georges Marciano, et al.*, Case No. 1:11-bk-10426-VK (Bankr. C.D. Cal.),
20 PSZJ represented David Gottlieb as chapter 11 trustee of an individual debtor. During
21 that representation, PSZJ charged the estate its regular rates in effect at the time with no
22 discount, which in 2015 were as high as \$1,095 per hour.

23 • In *In re Ezri Namvar*, Case No. 2:08-bk-32349-BR (Bankr. C.D. Cal.), PSZJ served as
24 Joint Special Counsel for Bradley D. Sharp, Chapter 11 Trustee for Namco Capital
Group, Inc., and R. Todd Neilson, Chapter 11 Trustee for Ezri Namvar. During that
representation, PSZJ charged the estate its regular rates in effect at the time with no
discount, which in 2018 were as high as \$1,095 per hour.

25 • In *In re Zetta Jet USA, Inc.* (Bankr. C.D. Cal.), Case No. 2:17-bk-21386-SK, which is a
26 case that is currently pending before this Court, DLA Piper represents Jonathan King as
27 chapter 7 trustee. During that representation, DLA Piper charged the estate rates as high
as \$1,420 per hour in 2022.

28 As reflected above, PSZJ's current rates are comparable to the rates charged by this firm
(and others) while representing chapter 7 or 11 trustees of individuals or companies that are
financially troubled or mismanaged.

1 Even if there are other law firms in this jurisdiction that have an overall lower hourly rate
2 structure, there is extensive case law clarifying that there are recognized exceptions to the general
3 rule of “look to local prevailing rates” and noting that an overly formulaic application of such rule
4 works against the policies and goals of complex bankruptcy cases. *See, e.g., Barjon v. Dalton*, 132
5 F.3d 496, 500, 501-02 (9th Cir. 1997); *Zolfo, Cooper & Co. v. Sunbeam-Oster Co.*, 50 F.3d 253 (3d
6 Cir. 1995) (baseline rule is for firms to be paid their customary rates); *In re Robertson Cos.*, 123
7 B.R. 616 (Bankr. D.N.D. 1990) (restriction of fees to typical local rates is unduly parochial in light
8 of national and regional law firms working on larger and more complex bankruptcy cases with
9 more than local import); *In re Frontier Airlines, Inc.*, 74 B.R. 973 (Bankr. D. Colo. 1987) (foreign
10 counsel may charge normal hourly billing rates, even if in excess of local billing rates).

11 As the Bankruptcy Court for the District of Arizona has stated:

12 Many large cases, which have involved the nation’s bankruptcy
13 courts, illustrate that the practice of bankruptcy law has become
14 national in scope When one factors in that the Debtor’s counsel
15 of choice is a large single law firm with offices and expertise located
16 in various parts of the nation, one must question whether the simple
17 paradigm of “local law firm / local rates” has meaningful application.
18 At the least, the complex facts of this case and the need for special
19 expertise present circumstances which require looking beyond the
20 local community rates. So long as the ultimate amount requested is,
21 on the whole, reasonable for the type of case and work involved, the
22 fee can be approved. . . . The nature and scope of this case is of the
23 type where exceptions swallow the rule.

24 *In re First Magnus Fin. Corp.*, Case No. 4:07-bk-01578-JMM, 2008 Bankr. LEXIS 4949, **6-8
25 (Bankr. D. Ariz. May 22, 2008); *Xiao-Yue Gu v. Hughes STX Corp.*, 127 F. Supp. 2d 751, 767 (D.
26 Md. 2001); *Atlantic States Legal Foundation, Inc. v. Onondaga Dept. of Drainage & Sanitation*,
27 899 F. Supp. 84, 89-90 (N.D.N.Y. 1995)); *see also Arbor Hill Concerned Citizens Neighborhood
Ass’n v. County of Albany*, 493 F.3d 110, 119 (2d Cir. 2007) (by definition, the market rate for legal
work is the rate that a “reasonable, paying client” would pay); *Hawaiian Airlines, Inc. v. Mesa Air
Group, Inc. (In re Hawaiian Airlines, Inc.)*, Case No. 03-00817, 2008 Bankr. LEXIS 1501, **8-12
28 (Bankr. D. Haw. Jan. 22, 2008) (prevailing party awarded attorney’s fees at Los Angeles rates over
customary local, Hawaii rates: counsel’s prior experience representing the prevailing party
improved the representation, citing *Arbor Hill*).

1 At least two courts have expressly observed that limiting rates to those customarily charged
2 locally would be contradictory to the bankruptcy policy of attracting experienced professionals to
3 bankruptcy cases, regardless of where the case is pending. *In re Baldwin United Corp.*, 36 B.R.
4 401 (Bankr. S.D. Ohio 1984); *In re Easterday Ranches, Inc., et al.* (Bankr. E.D. Wash., August 25,
5 2021), Verbatim Transcription of Proceedings from Audio File at 38-41, 49-55. As the Bankruptcy
6 Court for the Eastern District of Washington has recently stated:

7 I reject the view that there should be a categorical cap based on local
8 rates or that local rates define by reference to what local practitioners
9 charge in all cases set the ceiling for anything near a ceiling on the
10 appropriate hourly rate in a given case . . . I think judges in
11 jurisdictions that use the local rate concept are ultimately doing their
12 district a disservice . . . I don't think that approach is mandatory, let
13 alone even supported by the text of the [statute] or really the policy
14 that Congress was attempting to advance when section 330 was
15 codified in 1978 . . . I think the appropriate weight is better assessed,
16 as I said, in a holistic fashion by situating the case in terms of the
17 relevant community, perhaps. Here, the community would be a large
18 megacase.²

19 *In re Easterday Ranches, Inc., et al.* (Bankr. E.D. Wash., August 25, 2021), Verbatim Transcription
20 of Proceedings from Audio File at 49-50.

21 As discussed herein, the circumstances of this case justifies honoring the Trustee's choice of
22 counsel, and other professionals as necessary.

23 **G. The Court Should Give Strong Deference to the Trustee's Selection as Counsel**

24 Mr. Sharp, as the chapter 11 trustee, selected PSZJ after considering other options and with
25 full knowledge of the rates that PSZJ would charge. The Trustee even discussed his proposed
selection of counsel with the UST's counsel prior to his selection of PSZJ.

26 Selection of counsel should be given deference as long-standing public policy favors
27 permitting parties to retain professionals of their choice. *In re Christ's Church of Golden Rule*, 157
28 F.2d 910, 911 (9th Cir. 1946) ("The relationship between attorney and client is highly confidential,

25 _____
26 ² *Easterday* was a chapter 11 liquidation case pending in Yakima, Washington in which the U.S. Trustee objected to a
27 fee application submitted by PSZJ as debtor's counsel on the basis the requested compensation was unreasonable.
Objection to First Interim Fee Application, In re Easterday Ranches, Inc., et al., No. 21-00141, (Bankr. E.D. Wash.,
July 23, 2021), ECF No. 933. PSZJ's application reflected a blended billing rate of \$1,053 per hour, with attorney
billing rates ranging from \$695 to \$1,695 per hour. *Id.* at 6:10-11. The U.S. Trustee noted that rate was "substantially
higher than the blended rate charged by other lead debtor's counsel in recent cases in this district which highest was
\$800." *Id.* at 11-14. The U.S. Trustee's objection was overruled, in part, on the basis noted above.

1 demanding personal faith and confidence in order that they may work together harmoniously. Only
2 in the rarest cases should the trustee be deprived of the privilege of selecting his own counsel . . .”)
3 (quoting *In re Mandell*, 69 F.2d 830, 831 (2d Cir. 1934)) (emphasis added); *Smith v. Geltzer*, 507
4 F.3d 64, 71 (2d Cir. 2007) (bankruptcy court should interfere with the trustee's choice of counsel
5 “[o]nly in the rarest cases,” such as when the proposed attorney has a conflict of interest, or when
6 it is clear that “the best interest of the estate” would not be served by the trustee's choice) (quoting
7 *Mandell*); 3 COLLIER ON BANKRUPTCY ¶ 327.04 (Alan W. Resnick & Harry J. Sommer eds.,
8 16th ed.) (in the absence of a legitimate or material conflict of interest, “failure to approve the
9 trustee's selection [of counsel] in the absence of good reason has been called an abuse of judicial
10 discretion”); *In re Malhotra*, No. 2:16-bk-02608-DPC, 2016 Bankr. LEXIS 2521, *8 (Bankr. D.
11 Ariz. July 7, 2016) (same, citing *Christ's Church, Mandell* and *Collier*); *In re Shore*, No. 03-43072,
12 2004 Bankr. LEXIS 1432, at *11 (Bankr. D. Kan. May 14, 2004) (“a debtor's choice of counsel is
13 entitled to great deference”).

14 The Trustee is saddled with the difficult task of administering an estate that was troubled
15 from the petition date that apparently arises from years of protracted litigation with certain
16 counterparties disputing the Debtor's role as a trustee of various life insurance policies. The Trustee
17 determined that he needs sophisticated counsel who can advise him on both the day-to-day matters
18 that will arise in this case to the complex and esoteric matters that will require experience,
19 innovation, and a proven track record to reach the goals of and fulfill the fiduciary duties of the
20 Trustee.

21 **H. Conclusion**

22 For the reasons stated herein and at the hearing, the Trustee respectfully requests the Court
23 to overrule the UST's objection and approve the Application.

24 Dated: August 1, 2023

PACHULSKI STANG ZIEHL & JONES LLP

25 By /s/ John W. Lucas
26 John W. Lucas

27 [Proposed] Counsel to Bradley D. Sharp,
28 Chapter 11 Trustee

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
10100 Santa Monica Boulevard, 13th Floor, Los Angeles, California 90067

A true and correct copy of the foregoing document entitled (specify): **CHAPTER 11 TRUSTEE'S REPLY TO UNITED STATES TRUSTEE'S OPPOSITION TO CHAPTER 11 TRUSTEE'S APPLICATION TO EMPLOY PACHULSKI STANG ZIEHL & JONES LLP** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) August 1, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) **August 1, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 1, 2023

Nancy H. Brown
Printed Name

/s/ Nancy H. Brown
Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- **Simon Aron** saron@wrslawyers.com, moster@wrslawyers.com
- **Reem J Bello** rbello@goeforlaw.com, kmurphy@goeforlaw.com
- **Ron Bender** rb@lnbyg.com
- **Michael Jay Berger** michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com; michael.berger@ecf.inforuptcy.com
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